

Georgetown County, South Carolina Stormwater Management BMP Maintenance Agreement

This agreement is entered into this ____ day of _____, 20____, by and between _____ hereinafter referred to as “Landowner” and the Georgetown County Department of Public Services, Stormwater Division hereinafter referred to as “County.”

WITNESSETH

WHEREAS, the Landowner of property identified in Deed Book _____, Page _____, has submitted a site development plan for a project known as _____ located on Tax Map _____, which includes among other features, at least one stormwater management system, hereinafter referred to as “system,” (including all components designed to regulate flow, provide storage for runoff, and/or provide water quality protection and ensure safety of the system); and

WHEREAS, the Landowner will install the system in order to comply with the Georgetown County Stormwater Ordinance and the South Carolina Stormwater Management and Sediment Reduction Act of 1991 (48-14-10, et. Seq.), Regulation 72-308; and

WHEREAS, it is in the best interest of both parties and the general public to ensure proper maintenance of the system; and

WHEREAS, a maintenance plan (Attachment A) for the system has been submitted by the Landowner and approved by the County in conjunction with this agreement; and

WHEREAS, both parties desire to ensure sufficient maintenance to maintain the structural integrity and the proper functioning of the system;

NOW, THEREFORE, for and in consideration of the mutual covenants stated below, the parties agree as follows:

1. The County will:
 - a. Release construction surety after as-built plans and other appropriate certifications, showing adequate completion of the system, have been submitted by the Landowner and approved by the County. Certification shall be made by a Professional Engineer, who shall certify that the structure has, in his professional opinion, been designed and constructed in accordance with sound engineering principles and practices. Where the as-built condition varies significantly from design, appropriate revised calculations will also be provided by the engineer.
 - b. Assess fees according to the Georgetown County Stormwater Ordinance Fee Schedule if deemed necessary by the County if the system is not in good working order acceptable to the County and agents of the County.

2. The Landowner will:
 - a. Construct the system in accordance with approved designs. Provide as-built data and drawings, soil reports and other certification requested by the County in order to document compliance with the approved designs.

- b. Provide maintenance which keeps the system in good working order acceptable to the County. Such maintenance will be provided in perpetuity unless and until both parties formally enter into a revised agreement. Maintenance inspections will be performed after each rainfall occurrence of one (1) inch or more within twenty-four (24) hours.
- c. Agree that the County and agents of the County have a right to ingress and egress for maintenance inspections, and maintenance and repair of the system if deemed necessary by the County and not adequately done by the Landowner within reasonable time after due notice to the Landowner. Sixty (60) days shall normally be regarded as a reasonable time; however such time may be extended if the County, in its reasonable judgment, determines that the necessary repairs cannot be completed within the sixty (60) days and the Landowner is diligently working to complete the required maintenance or repairs. The Landowner will reimburse the County for maintenance and repair costs within ten (10) working days after receiving a request for reimbursement.
- d. Agree to keep written records of inspections and repairs and to provide access to those records to the County upon request.
- e. Agree to record this agreement amongst the land records of the County.
- f. Agree that this Agreement shall attach to and run with the land identified in Deed Book _____, Page _____, and the terms of this agreement shall be binding upon the heirs, successors and assigns of the Landowner and that any subsequent owner of the property shall be responsible for maintenance of the system and shall hold the County harmless from any loss, damage, injury, cost or other claim resulting from the operation of the subject system.

LANDOWNER(S): _____

Witness

Witness

Signed and acknowledged before me by _____ Owner of _____
in the state of _____, County of _____, this ____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

COUNTY: _____
County Stormwater Administrator

Witness

Witness

Signed and acknowledged before me by _____, employee of Georgetown County Government in the state of South Carolina, County of Georgetown, this ____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____